

# LANCASTER COUNTY

COUNTY - CITY BUILDING  
LINCOLN, NEBRASKA 68508  
*BOARD OF COMMISSIONERS*

Telephone: 402- 441-7410  
FAX : 402- 441-6513

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR  
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **REQUEST FOR PROPOSALS SPECIFICATION NO. 02-203**

Lancaster County intends to enter into a contract and invites you to submit a sealed proposal for:

### **PENSION CONSULTATION SERVICES**

**TO THE BOARD OF COUNTY COMMISSIONERS OF LANCASTER COUNTY,  
NEBRASKA, OR ITS DESIGNEE:**

The County of Lancaster County, Nebraska, is soliciting proposals from qualified investment consultants of demonstrated professional competence and experience to perform investment-related services for the County of Lancaster, Nebraska in regard to its retirement plan.

Sealed Proposals will be received by Lancaster County, Nebraska on or before **12:00 noon Wednesday, October 9, 2002** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8th Street, Lincoln, Nebraska 68508. Only the names of responding proposers will be publicly read in the conference/bid room located on the ground floor.

Proposers should take caution if U.S. mail or mail delivery services are used for the sub-mission of their response. Mailing should be made in sufficient time for response to arrive in the Purchasing Division prior to the time and date specified above. Late proposals will not be considered.

The County of Lancaster, Nebraska reserves the right to reject any and all proposals, which may be held by the County of Lancaster for a period not to exceed 45 days from the date of the opening of such proposals for the purposes of reviewing the same and investigating the qualifications of the consultants, prior to awarding the contract.

**THE SUCCESSFUL PROPOSER WILL NOT BE ALLOWED TO DIRECTLY OR  
INDIRECTLY PROVIDE PENSION ADMINISTRATION, TRUST SERVICES OR ACT  
AS BROKER/ DEALER ON BEHALF OF THE COUNTY OF LANCASTER. THE  
SERVICES TO BE PROVIDED ARE LIMITED TO THOSE SPECIFIED HEREIN AS THE  
RESPONSIBILITY OF CONSULTANT.**

### **COMMISSIONERS**

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*KATHY CAMPBELL \* LARRY HUDKINS \* RAY STEVENS \* BERNIE HEIER \* BOB WORKMAN*

KERRY EAGAN, Chief Administrative Officer

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# **INSTRUCTIONS TO PROPOSERS**

## **Lancaster County, NEBRASKA**

### **PURCHASING DIVISION**

#### **1. PROPOSAL PROCEDURE**

- 1.1 Proposer shall submit four (4) complete sets of the RFP documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 Proposed prices shall be submitted on the Proposal Form included in a sealed envelope with the RFP number and/or description clearly marked on the outside of the envelope.
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

#### **2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

#### **3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

- 3.2 The proposer agrees to hold the County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

#### **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

#### **5. INDEPENDENT PRICE DETERMINATION**

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

#### **6. SPECIFICATION CLARIFICATION**

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the County; proposers shall not rely upon oral interpretations.

## **7. ADDENDA**

- 7.1 Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **8. EVALUATION AND AWARD**

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 **The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.**
- 8.5 A committee will be assigned the task of reviewing the proposals received.
  - 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  - 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the County, and as the County deem will best serve their requirements.

- 8.7 The County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

## **9. INDEMNIFICATION**

- 9.1 The proposer shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 9.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **10. TERMS OF PAYMENT**

- 10.1 Unless other specification provisions state other-wise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **11. LAWS**

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

# **PART I**

## **PROPOSAL REQUIREMENTS**

1. **BOND REQUIREMENTS:** No bond required.
2. **INSURANCE REQUIREMENTS:** See “Insurance Requirements for All County Contracts”.
3. **SAMPLE CONTRACT:** The enclosed contract, proposal and addenda provided to the County by the Consultant shall comprise the entire contract of the parties.
  - 3.1 No change in, addition to, or waiver of any provision of this contract shall be binding unless it is in writing, signed by both parties, and added to this contract as an amendment.
  - 3.2 All other expenses incurred in the implementation and operation of the services provided not mentioned herein shall be borne by the Consultant.
  - 3.2 Any and all contractual agreement(s) generated as an outcome of this RFP process not be assignable by the Successful Consultant without written permission of the Lancaster County Board of Commissioners.
4. **CONTRACT TERM:** The contract will become effective upon execution by the County and the Consultant and will remain in effect for one year from the date of the contract unless terminated by either party in accordance with the termination provisions set forth within this RFP and ensuing contract.
5. **INQUIRIES FOR INFORMATION:**
  - 5.1 **PROGRAM RELATED:** Kerry Eagan, Chief Administrative Officer  
County/City Building  
555 So. 10<sup>th</sup> Street  
Lincoln, NE 68508  
(402) 441-6865
  - 5.2 **SOLICITATION RELATED:** Kathy Smith, Assistant Purchasing Agent  
“K” Street Complex, Suite 200  
440 So. 8<sup>th</sup> Street  
Lincoln, NE 68508  
(402) 441-8309

## **PART II**

### **SPECIFICATIONS -INVESTMENT CONSULTANT SERVICES**

#### **PURPOSE, BACKGROUND, SCOPE OF SERVICE**

1. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to provide qualified investment consultants of demonstrated professional competence and expertise (hereinafter referred to as “Consultant”) with information to enable them to prepare and submit a proposal (Offer) for providing investment-related services for the County Employees’ Pension Program to meet the needs of the County of Lancaster, Nebraska (hereinafter referred to as “County”)
  
2. **BACKGROUND:** The County of Lancaster, Nebraska’s retirement plan was originally adopted by the County of Lancaster on July 21, 1964, pursuant to Neb. Rev. Stat. § 23-1118, as amended.
  - 2.1 The Plan has remained continually in existence from that date until the present time and is a qualified governmental plan under Section 414(h) of the Internal Revenue Code.
  
  - 2.2 Employees are eligible to participate in the Plan upon the attainment of age 21 if they have been continuously employed by the County for not less than six consecutive months.
    - 2.2.1 Such employees may participate in the Plan upon approval by the Lancaster County Board.
    - 2.2.2 Employees who have attained the age of 25 and have completed one year of service automatically become participants in the plan as of the first day of the month coinciding with or next following the date on which such requirements have been met.
    - 2.2.3 Participation is voluntary for those employees who begin their employment after attaining age 55 upon completion of one year of service.
    - 2.2.4 Specified unclassified employees may elect to become participants in the plan as of the first day of any month following their date of employment.
  
  - 2.3 **The Plan contains approximately fifty (\$50) million dollars in assets and has nine-hundred and eight (908) participants as of the 1<sup>st</sup> of July, 2002.**

3. **SCOPE OF CONTRACT:** The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified investment consultants of demonstrated professional competence and experience to contract for the performance of investment-related services for the County of Lancaster, Nebraska's Retirement Program.

3.1 The County has established a pension review committee comprised of twelve to fifteen county managers and employees organized by the County Board's Chief Administrative Officer, consisting of representatives from management, unions, benefits and fiscal offices.

3.1.1 The pension review committee is in place to review the County's pension and compensation plans and advise the board of issues and concerns.

3.2 It is the County's desire to obtain fee structures based on different phases and tasks as outlined in these specifications.

3.2.1 It shall be noted that the identified tasks are not all inclusive of the activities associated with each phase, but shall act as a guideline for preparation of the fee structure.

#### 4. **SCOPE OF SERVICES:**

4.1 The principal duty of the consultant is to act in the capacity as a pension consultant to the Board of County Commissioners of Lancaster County, Nebraska and its designated pension review committee to assist the Board in selecting one or more companies to provide the following services for its pension plan:

- A. Day to day record keeping;
- B. Determine eligibility to participate;
- C. Calculate vesting percentages;
- D. Accept contributions to the plan;
- E. Allocate contributions to participant accounts;
- F. Invest, manage and control contributions;
- G. Produce and distribute account statements;
- H. Verify distributions;
- I. Make plan distributions at direction of plan administrator;
- J. Safely and accurately manage the plan's assets;
- K. Draft and amend plan document as needed to ensure that plan remains a qualified governmental plan pursuant to Internal Revenue Code, §414(h);

- L Negotiate with and select companies that provide access to investments, including mutual funds, bonds, group investment contracts, money market accounts, and such other investments as are deemed desirable and appropriate by the Lancaster County Board; and
- M. Educate employees of the County in accordance with the Internal Revenue Code, Section 404(c).

**5. PHASES, TASKS AND FEE STRUCTURE:** The County reserves the right to accept or reject any or all offers, parts of offers; negotiate fees and details of the contract; waive irregularities and technicalities in offers; or to award the RFP on a single phase basis, or total project basis; such as shall best serve the requirements and interests of the County.

**5.1 PHASE I - INITIAL PENSION PLAN REVIEW.** Shall include the following tasks and shall be completed prior to November 1, 2002:

- 5.1 Task 1: Initial pension plan review shall include review of the County's existing pension program, making recommendations based on industry standards (Note: Copies of the Lancaster County, Nebraska Employees Retirement Plan and the Provider Agreement with Nationwide are attached hereto as Exhibits 1 and 2 for your reference).
- 5.2 Task 2: Development of an investment strategy including recommendations on whether the County should bundle or unbundle the pension services that are now being provided to the County and plan participants by Nationwide Retirement Solutions.
- 5.3 Task 3: Recommendation to the Lancaster County Board and Pension Review Committee on whether the Board should renew its present provider agreement with Nationwide Retirement Solutions for a period of five years, or whether a notice of non-renewal should be given.

**5.2 PHASE II - DEVELOPMENT OF INVESTMENT PLAN.** The investment policy services to include, but not be limited to the following:

- 5.2.1 Task 1: Advise the Committee with respect to the development of an investment policy; Consultant should provide a detailed explanation to the Board and Committee regarding the advantages or disadvantages of using a single source (turnkey) provider versus a multiple source (broker-dealer) pension service provider.



5.2.2 Task 2: Advise whether a single source (turnkey) provider or multiple source providers should be utilized for the following services:

1. Plan document development and amendment;
2. Plan administration;
3. Investment services; and
4. Trustee services.

**5.3 PHASE III - ASSISTANCE IN BIDDING.** If, review of the current plan warrants change from our current provider:

5.3.1 Task 1: Assist in the development of a request for proposals to be sent to single and/or multiple source pension providers;

5.3.2 Task 2: Make recommendations regarding providers of pension services that the Board should solicit to submit proposals for pension services; and

5.3.3 Task 3: Upon receiving the proposals by interested pension service providers, consultant will review the proposals and make recommendations to the Board and Committee regarding consultant's evaluation and ranking of such providers and the reasons therefor.

**5.4 PHASE IV - AS-NEEDED INVESTMENT ADVISE.** The County may choose to contract with the consultant to request additional assistance, from time to time. It is our desire to establish a fee schedule for any additional services. Additional advise may include the following:

5.2.3 Monitor asset class diversification and make recommendations when appropriate; and

5.2.4 Evaluate and monitor mutual funds for compatibility with the stated investment policy.

6. **COST OF SERVICES:** Consultant shall submit with its proposal a detailed explanation of the fees that consultant will charge for the services provided herein.
  - 6.1 The fees may be quoted on an hourly basis or submitted as a fixed fee to cover all services described by phase/task up to a quoted number of hours that consultant deems appropriate for the provision of the services requested herein.
  - 6.2 Consultant should also set forth any expenses that the County will be billed for in addition to the hourly rate or fixed fee submitted in response to this RFP, and the manner of calculating expenses that are unknown at the time your proposal is submitted.
  
7. **SELECTION PROCESS:** Selection of the Consultant shall be made by the Lancaster County Board of Commissioners based on the proposer deemed by the evaluation committee to be fully qualified and best suited among the submitted responses on the basis of the evaluation factors listed herein.
  - 7.1 Negotiation of the program details, space, etc., shall be conducted with the selected Consultant(s).
  - 7.2 The award document shall be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and proposal received and including all negotiated details.

# SEALED RFP SPECIFICATION NO. 02-203

**BID OPENING TIME: 12:00 NOON**

**DATE: Wednesday, October 9, 2002**

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_ through \_\_\_\_ is hereby acknowledged. Failure of any proposer to receive any addenda or interpretation shall not relieve the proposer from obligations specified in the bid request. All addenda shall become part of the final contract document.

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The undersigned submitter, having full knowledge of the requirements of Lancaster County for the above listed project, the Contract Documents and all other terms and conditions of the request, offers the following price schedule:

## **PENSION CONSULTATION FEE SCHEDULE**

1. Outline your fee structure for services listed and described in this RFP (fee may be a flat lump sum or an hourly rate with maximum number of hours per task).

- |     |  |       |
|-----|--|-------|
| 1.1 | PHASE I - Initial Pension Plan Review:     | _____ |
| 1.2 | PHASE II - Development of Investment Plan: | _____ |
| 1.3 | PHASE III - Assistance in Bidding:         | _____ |
| 1.4 | PHASE IV - As-Needed Investment Advise:    | _____ |

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Provide a detailed listing of any additional expenses not included in the fee for service structure (i.e., travel, hotel, phone, report generation/copies, etc.)

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3. If hired, will your firm receive any other form of compensation for providing the services requested (i.e., commissions, finders fees, etc.) If yes, please explain in detail.

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**NOTE: RETURN 4 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 02-203**

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The undersigned signatory of the proposer represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

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**COMPANY NAME**

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**BY (Signature)**

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**STREET ADDRESS or P.O. BOX**

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**(Print Name)**

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**CITY, STATE**

**ZIP CODE**

---

**(Title)**

---

**TELEPHONE NO.**

---

**(Date)**

---

**FAX NO.**

---

**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

**Email:** 

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ONLY THE NAMES OF THE PROPOSERS WHO RESPOND WILL BE READ AT THE PUBLIC BID OPENING. SUCCESSFUL PROPOSER'S OFFER WILL BE MADE PART OF THE FINAL CONTRACT INCLUDING ANY NEGOTIATED DETAILS.

# CONSULTANT QUESTIONNAIRE

## RFP #02-203 Pension Consultant Services

This questionnaire shall be completed (for convenience, you may answer the questions on a separate sheet referencing the question number) and submitted along with (4 complete sets) of the following information:

- A. Your Price Proposal including all estimated expenses and signature page
  - B. Letter detailing your company and personnel (include any pertinent certifications or licenses)
  - C. Any confidential, separately bound, information
- 

1. **ACCOUNT MANAGER:** List the designated Account Manager who will be empowered to make decisions to ensure that the contract implementation and the day-to-day operation is as specified and who will serve as the point of contact for the County:

NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
LIST DISTANCE (if not in Nebraska) : \_\_\_\_\_  
NUMBER OF YEARS WITH YOUR FIRM: \_\_\_\_\_ In Industry: \_\_\_\_\_

2. **ORGANIZATION:**

- 2.1 Legal name and address of your company;

NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

- 2.2 Years in existence; \_\_\_\_\_  
\_\_\_\_\_

- 2.3 On a separate sheet, provide a brief history of your organization, including any anticipated changes in ownership of your firm during the next twelve (12) months.

- 2.4 State whether your firm, its parent or affiliate, is a registered investment advisor with the SEC under the Investment Advisors Act of 1940:

\_\_\_\_ YES \_\_\_\_ NO: Comments: \_\_\_\_\_  
\_\_\_\_\_

- 2.5 Is there any active litigation or regulatory action involving your firm or its personnel? If so, please provide details.

- 2.6 Describe all insurance maintained by your company as coverage for errors and omissions, professional liability or fiduciary breaches.
- 2.7 Indicate the overall staff size and experience of your organization. State the names and professional experience of all professional staff that would be providing consultation services pursuant to this Request for Proposal.
- 2.8 Indicate how your company maintains its independence from the investment management community (managers, brokers, custodians, fund companies).
- 2.9 Are there any circumstances specifically related to your investment activities under which your firm, its officers or employees, received direct or indirect compensation from investment managers? If so, please describe in detail such circumstances.

3. **CLIENT SERVICES:**

- 3.1 Please describe the investment professional or professionals that would be dealing directly with Lancaster County in providing the consultant services requested herein. Provide detailed biographical information, including years with your firm, for each member of the proposed consultant team.

- 3.2 Provide an organization chart indicating individuals or positions and management structure:  
(Separate sheet labeled "Organizational Chart".)
- 3.3 Where would the consultant or team be located?
- 3.4 Has the consultant performed the type of pension consultant services called for herein for a sponsor of a qualified governmental pension plan? If so, please list the sponsors of all such plans, identify a contact person of each plan sponsor, and provide the dates of consultation.
- 3.5 List all sponsors of non-governmental pension plans for which your company has provided pension consultation services similar in nature to the services requested herein, and identify a contact person of each plan sponsor.

4. **INVESTMENT POLICY AND PENSION PROVIDER SERVICES:**

- 4.1 Describe your philosophy on the creation and use of investment policy statements.
- 4.2 Describe the process that would be used to create an investment policy statement for the County of Lancaster.

- 4.3 Describe your experience in developing investment policy statements for pension providers.
- 4.4 Describe the process that would be used to determine whether Lancaster County should renew its existing contract with Nationwide Retirement Services or enter into a new pension service agreement.
- 4.5 Describe the process that you would utilize to determine whether the County should use a bundled or unbundled approach to obtaining pension services.
- 4.6 Describe the process that would be utilized in soliciting Proposals for a provider of pension services.
- 4.7 Describe your experience in developing and soliciting Proposals for pension plan service providers.
- 4.8 Describe your experience providing pension consultation services to plan sponsors of retirement plans with more than one hundred participants.



4.9 Describe the nature and extent of your access to pension plan service providers.

4.10 Describe the evaluation process that you undertake to rank the proposals of providers of pension plan services.

5. **REFERENCES:** Provide references for three **Pension Investment contracts of similar size and complexity to the County's project** that you have successfully completed.

5.1 FIRM NAME : \_\_\_\_\_  
CONTACT NAME & TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE : \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
Term of the Contract (yrs/months): \_\_\_\_\_ Approx. Plan Value: \$ \_\_\_\_\_

5.2 FIRM NAME : \_\_\_\_\_  
CONTACT NAME & TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE : \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
Term of the Contract (yrs/months): \_\_\_\_\_ Approx. Plan Value: \$ \_\_\_\_\_

5.3 FIRM NAME : \_\_\_\_\_  
CONTACT NAME & TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE : \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
Term of the Contract (yrs/months): \_\_\_\_\_ Approx. Plan Value: \$ \_\_\_\_\_

6. **CONTRACT NOT RENEWED:** List references for firms which have chosen NOT to renew an existing contract with your company including the reason for non-renewal (i.e., price, service no longer needed, company moved , etc.).

6.1 NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE : \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
NO. OF YEARS UNDER CONTRACT W/ YOUR FIRM: \_\_\_\_\_ NO. OF COPIERS: \_\_\_\_\_  
REASON: \_\_\_\_\_

6.2 NAME and TITLE: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
PHONE : \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
NO. OF YEARS UNDER CONTRACT W/ YOUR FIRM: \_\_\_\_\_ NO. OF COPIERS: \_\_\_\_\_  
REASON: \_\_\_\_\_

7. CLAIMS AND DISPUTES: Consultant shall disclose, in writing, any and all claims or disputes resulting in fines, penalties, or censure from any governmental entity (if additional space is needed to explain attach a sheet on your firm's letter head with additional information):

8. MAILING LISTS: The selling of any mailing list containing names of County's departments, divisions, agencies, or employees address and/or phone/fax/email is prohibited. Mailing of promotional items/materials may only be permitted with prior written approval of the City/County Purchasing Division and/or County Board.  
Indicate if this condition is agreeable: \_\_\_\_\_ YES \_\_\_\_\_ NO

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(Print Name)

## Attachment - A

### AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between \_\_\_\_\_ (hereinafter referred to as "Consultant") and the County of Lancaster, Nebraska (hereinafter referred to as "County").

WHEREAS, the County is desirous of contracting to obtain Pension Consultant Services provided in Request for Proposals Specification Number \_\_\_\_, attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, the County solicited proposals for pension consultation services and Consultant was selected based upon the determination that Consultant is qualified and possesses the necessary skills, expertise and experience to meet the needs of the County and provide services as a Consultant relating to the Lancaster County, Nebraska Employees' Retirement Plan. A copy of Consultant's Proposal is attached hereto as "Attachment B" and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1) Length. The length of this Agreement shall be from \_\_\_\_\_, 2002 through and including \_\_\_\_\_, 2003.

2) Purpose. Work with the Board of County Commissioners of Lancaster County, Nebraska and its Pension Review Committee to provide pension consultation services provided in Attachment "A".

3) Responsibilities. Consultant shall meet the following requirements:

- A. Provide duties as outlined in Attachments "A" and "B" hereto.
- B. Assist in the development of a written Pension Investment Policy to serve as a guideline for the County in establishing the direction of and providing for the administration of its pension program; and
- C. Provide such other pension consultation services deemed necessary and appropriate by the Board.

4) Compensation. The Consultant will be paid \_\_\_\_\_ (\$\_\_\_\_\_) for the services provided in Attachment "A" and as outlined herein. The County will only compensate the Consultant for services rendered upon submission of documentation that services have been provided as outlined in this agreement. The compensation provided to the Consultant is not intended to be in the form of a retainer nor shall it take the form of a retainer.

5) Independent Consultant. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the Consultant shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Consultant. The Consultant and the County shall be responsible to their respective employees for all salary and benefits. Neither the Consultant's employees nor the County's employees shall be entitled to any salary or wages from the other party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Consultant shall also be responsible for maintaining unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

6) Assignment. Consultant shall not assign its duties and responsibilities under this Agreement without the written permission of the County acting by and through its Board of County Commissioners.

7) Hold Harmless. Each party agrees to indemnify and hold harmless to the fullest extent allowed by law, the other party from and against any and all claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from its acts and the acts of its agents and employees in performance of this agreement. Further, each party shall maintain a policy or policies of insurance sufficient in coverage and amount to pay any judgments or related expenses resulting from or in conjunction with any such claims. Each party agrees that it will be responsible for its own acts and omissions and the results of its own acts and omissions, and shall not be responsible for the acts or omissions of the other party. The parties agree to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to the Agreement, including acts or omissions by each party's own agents or employees related to this Agreement. Liability includes any claims, damages, losses, including civil rights liability and expenses (including attorneys' fees) arising out of or resulting from performance of this Agreement that results in any claim for damages whatsoever, including any bodily injury, sickness, disease, property, including any resulting loss of use.

8) Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

9) Equal Employment Opportunity. In connection with the carrying out of the activities provided herein, Consultant shall not discriminate against an employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

10) Termination. This Agreement may be terminated at any time by either party giving sixty (60) days written notice.

11) Release of Information. The Consultant warrants that it will be in compliance with state and federal laws and regulations regarding medical records and any privacy issues. The Consultant also warrants that it will be in compliance with the HIPPA regulations as it relates to the services of the Consultant.

12) Insurance.

Workers' Compensation Insurance

Consultant shall purchase and maintain during the term of this Agreement, Workers' Compensation Insurance, fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.

General Liability Insurance

Consultant shall purchase and maintain during the term of this Agreement, General Liability Insurance, naming and protecting them and the County against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this Agreement whether such operations be by Consultant or any one directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$1,000,000 Each Occurrence \$1,000,000 Aggregate
Personal Injury Damage	\$1,000,000 Each Occurrence
Automotive Liability	\$1,000,000 Combined Single Limit

The Consultant shall not commence work under this Agreement until it has obtained all insurance required under this section and has provided the County with a Certificate of Insurance showing the specific limits of insurance required by this section and showing Lancaster County as an additional insured. Such certificate shall specifically state that Insurance policies are to be endorsed to require the insurer to provide Lancaster County thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.

**Consultant acknowledges and agrees that upon entering into this Agreement, Consultant shall not be allowed to directly or indirectly provide pension administration, trust services or act as a broker/dealer on behalf of the County in securing providers of said services. Consultant is to act in an advisory capacity only and the pension services to be provided are limited to those specified herein as being the responsibility of the Consultant.**

EXECUTED by Consultant this \_\_\_\_ day of \_\_\_\_\_, 2002.

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

TITLE: \_\_\_\_\_

EXECUTED by the County this \_\_\_\_ day of \_\_\_\_\_, 2002.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF LANCASTER COUNTY

APPROVED AS TO FORM  
this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Deputy County Attorney  
for GARY E. LACEY  
County Attorney

# INSURANCE CLAUSE

## FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, Lancaster County, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
2. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.

3. Coverage shall also include Products/Completed Operations.
  4. **Lancaster County shall be named as Additional insured (CG2010 or equivalent).**
  5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).
- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- Bodily Injury and Property Damage    1,000,000 Combined Single Limit
- D. Builder's Risk Insurance: **(For Building Construction Contracts Only)** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.
- E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- F. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

*The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9<sup>th</sup> Street, Lincoln, NE 68508)*



**PLEASE NOTE:**

For copies of **Exhibits 1 and 2** for Specification 02-203, please contact the Purchasing Office at 402/441-7410 or [dwinkler@ci.lincoln.ne.us](mailto:dwinkler@ci.lincoln.ne.us). These two documents will be forwarded to you upon request.